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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

Judicial Appointments.

THE RETIREMENT of Lord ATKINSON—an event which was not unexpected in view of his great age—after a long and faithful period of distinguished service, has proved to be an occasion for the making of a number of important judicial appointments. Lord Justice ATKIN is promoted to the Lords as a law lord. His promotion has been generally hailed as a richly-deserved recognition of judicial qualities of an undoubtedly high order. It has given particular satisfaction to those who have been associated with the new law lord in his wide and devoted service to the cause of higher education. The appointment of Mr. Justice SANKEY to be a lord justice of appeal has been very well received in the profession. He, like Lord Justice ATKIN, has a distinguished record of general as well as judicial service to the community. Those who have been associated with the new judge—Mr. Justice HAWKE—are eloquent in their tributes to him and prophesy for him a successful judicial career. It is most gratifying to the profession to find that judicial as distinct from political qualities have been pre-eminently recognised in the new appointments.

Lords of Appeal.

CONSIDERING the strong position nowadays of the House of Lords—a position which has just been strengthened by the promotion of Lord Justice ATKIN—it is curious to reflect that just over half a century ago a section was introduced into the Judicature Act, 1873, abolishing appeals to the House of Lords altogether. It is true that the section never was allowed to come into operation, for second thoughts prevailed as to the wisdom of abolishing appeals and it was repealed by a later statute, the constitution of the House as the supreme appellate tribunal being largely re-modelled by the Appellate Jurisdiction Act, 1876, which provided for the appointment of Lords of Appeal in Ordinary. It may not have been the most logical method of procedure, but like so many illogical pieces in the constitutional machine it has worked remarkably well. Sixty years ago that acute observer and publicist, WALTER BAGEHOT, maintained that the supreme court of the English people ought to be a great conspicuous tribunal, ought to rule all other courts, ought to have no competitor—he was here referring to the Judicial Committee of the Privy Council, which is the supreme appellate court for the Dominions and Colonies—and ought not to be hidden beneath the robes of a legislative assembly. Many since BAGEHOT's day have put forward the same plea and some day, perhaps, although not yet awhile, we may see his dreams realised. Meanwhile we have an appeal court for England, Scotland and Northern Ireland, which is the admiration of the world. Till now each of the three countries has been represented in the House, but probably Lord ATKINSON, who now retires after many years' faithful service, is the last to represent Irish law on the benches of the House. Appeals from the Irish Free State now go to the Privy Council, and appeals from Northern Ireland are scarcely likely to come in sufficient numbers to warrant the appointment of another Irish representative.

Copyright in Advertisements.

Dr. JOHNSON once said that "promise, large promise, is the soul of advertisement." That is still to a great extent true, though it applies perhaps with less force to modern advertising than it did in Dr. JOHNSON's time. The advertising of to-day is much more than mere promise. It has become an art or a science, and with it has come into existence the advertising agent, who is rapidly becoming a person of importance. He is no longer content to be a mere agent, but assumes the character of collaborator, and has even gone so far as to claim that his advertisements are original literary work, the copyright in which belongs to him as author. In the recent case of *Harold Drabble Ltd.* v. *Hycolite Manufacturing Co.*, 72 SOL. J., p. 102, an advertising agent brought an action for an injunction to restrain the defendants from publishing an advertisement prepared by him for the defendant company, and the question raised in the action was whether the copyright in an advertisement composed by an advertising agent for an advertiser is in the agent or in the advertiser. The judge decided that there was no original literary work, even if it were a literary work at all, and that it was intended by both parties that the plaintiff should only act as the agent of the company, and that the advertisement should remain the property of the company. He added that he did not think there was anything in the Copyright Act, 1911, to prevent parties contracting out of the Act between themselves, and that he did not believe that any court would grant an injunction in cases where it would involve breach of faith or breach of contract. In the course of the arguments addressed to the court it was suggested that a parallel to the present case existed in the case of a solicitor drafting a client's will, and that in both cases the copyright remains in the draftsman. That may be so, but many will agree with the judge that it is at first sight a somewhat "amazing" suggestion.

Libel on Solicitors.

To constitute a libel on a professional man the words must impeach his professional skill or official conduct. Thus, it is a slander to say that a lawyer knows no more law than a cow, but you may call a justice of the peace an ass or a blockhead with impunity, for no special ability is expected from a justice of the peace, and such words do not impeach his integrity or impute corruption. There are very few decided cases of libel on solicitors, but the most recent case of *Lawrence* v. *Hall*, 72 Sol. J., p. 87, affords an apt illustration of such an action, though in that case the action failed on the ground that the occasion was privileged and there was no malice. In that case a working men's club consulted the plaintiff, a solicitor, about the acquisition of premises for the club and the plaintiff drafted heads of an agreement for a lease of the premises. The defendant Hall, the secretary of the club, wrote to an executive member a letter which after referring to the "casual and unsatisfactory" agreement and its insufficient stamp, he suggested that the club's best course was to employ another solicitor, and concluded by saying that "the club should seek to engage a responsible solicitor, one who is known to be capable of conducting an ordinary conveyancing transaction." The judge ruled that the occasion was privileged the jury found that there was no malice, and judgment and verdict were entered for the defendant. It can hardly be doubted that, putting aside the question of privilege, the result of the action would have been altogether different. It is difficult to imagine anything more likely to touch a solicitor in his profession than to accuse him of being incapable of conducting an ordinary conveyancing transaction. Privilege seems to have saved the defendant, as it has saved many a man before him, from the consequences of unguarded language, but the rule as to privilege is a wise and salutary one, and though it told against the solicitor in that case, it is for the most part beneficial to solicitors and to the legal profession generally.

Disagreement of Coroner's Jury.

The above rare contingency is provided for by the Coroners (Amendment) Act, 1926, s. 15, as follows: If the jury at an inquest fails to agree on a verdict, and the minority consists of not more than two, the coroner may accept the verdict of the majority and the majority shall, in that case, certify the verdict; in any other case the coroner may discharge the jury and issue a warrant for another jury, and the inquest shall proceed as if the previous proceedings had not taken place, except that it shall not be obligatory on the coroner to view the body. In a recent case at Ruabon the jury at the first inquest retired three times. They were even then unable to agree upon the degree of negligence attributable to the driver of a motor lorry, which had been in collision with the motor cycle of the deceased. At the second or resumed inquest the jury returned and announced a disagreement, and were informed by the coroner of his powers under the above section. The jury, after a second retirement, made the ambiguous announcement that they had "arrived at a decision, but there was a minority of three." The decision was not disclosed, but the coroner had no power to accept it as a verdict, and he discharged the jury. There appears to be no limit to the number of occasions on which the same inquest may be resumed, as there is nothing to correspond with the *nolle prosequi* usually entered by the Crown after two disagreements in a prosecution. The above proceedings are an illustration of the earnestness with which jurymen discharge their public duties, but the efforts of a coroner's jury to perform the function of a grand jury are sometimes nullified by the action of the authorities. A defendant committed for trial for manslaughter on a coroner's inquisition is arraigned without a true bill being found, but it may then transpire that the chief constable, with the approval of the Director of Public Prosecutions, offers no evidence.

Too hasty in Speech as well as in the Car.

At Kingston, a motorist, summoned for exceeding the speed limit on the Portsmouth road, set up the defence that he entered the "control" at fourteen miles an hour, increased to sixteen, and left the control at twenty miles an hour. He injudiciously added that he then accelerated to thirty miles an hour, and was stopped. The chairman of the bench pointed out that he was not summoned for exceeding the speed limit in the "trap," but on the Portsmouth road, and treated his statement as an admission of the offence. The accused was in reality summoned on the ground of having exceeded the speed limit over the measured furlong and had the case had to depend on evidence it would have had to be evidence of what happened in the measured furlong, but the point taken by the chairman is a good one, within reason. An information for having exceeded the speed limit in one place and an admission as to having done so in another many miles away, could not lead to a lawful conviction. Even here one supposes that had the bench not actually been satisfied by the police evidence, advantage would not have been taken of the accused's frankness.

Summary Trial of Indictable Offences.

Assize Judges continue to protest at the misuse of the Criminal Justice Act, 1925, s. 24. Mr. Justice Roche, in charging the City Grand Jury at the last Worcestershire Assizes, stated that the practice of dealing summarily with serious offences was becoming far too common. The word "may" in the above section had been in some cases interpreted as "should" or "must." The phrase summing up the matter was in sub-s. (1), viz., there must be an "absence of circumstances which would render the offence one of a grave and serious character." Therefore it must be an exceptional case which should be dealt with summarily, if it was one of the graver classes of crime. It might be easier sometimes to deal with a case summarily, e.g., clerks and others might be saved much writing and trouble, and this might be conceived by some people to be economical. Those were false notions. There was nothing to be gained by treating grave matters as light, and matters which were serious as though they were not. The inevitable result would be that that which was treated with levity would be regarded with levity by the population, and there would be a decline in that respect for law and order and observance of the law which was so desirable. Illustrations of the practice referred to by the learned judge occur frequently in Staffordshire. An epidemic of window smashing by soldiers from a garrison town has broken out, and in a recent case the magistrates were informed that no less than £90 would be required to repair the damage. The accused were nevertheless charged with doing damage to the value of £19 10s. only. Why? Possibly because the Criminal Justice Act, 1914, s. 14 (1) provides that "If any person . . . commits any damage . . . and the amount of the damage does not, in the opinion of the court, exceed £20, he shall be liable on summary conviction to the punishment therein specified."

A Delayed Appeal.

The despatch of our criminal courts is a thing of which, as a nation, we are very proud. It was largely because of our pride in this that the Court of Criminal Appeal came in for so much criticism a short time since for its delay in dealing with the appeal of the Cardiff murderers. Owing to pressure of work, the court was unable to take the case before Christmas, and it was adjourned to the following sessions. Meanwhile one of the condemned men broke down, partly, no doubt, under the prolonged tension, and became insane. In view of Lord Birkenhead's observations in *R.* v. *Beard*, 1920, A.C. 479; 64 Sol. J. 340; 84 J.P. 129, where in somewhat similar circumstances the House of Lords postponed judgment only when it was known that the death sentence

would not be carried out, the course adopted was a little surprising. Probably in future the court will take care that such delays will not occur, and the tribunals will retain their reputation for celerity. Most Englishmen, however, will be surprised to learn that such despatch is not everywhere regarded with envious admiration. The French look upon it with distrust and a good deal of criticism was evoked by the trial of Vaquier, who, it was said, thought it was our practice to carry out the death sentence within the precincts of the court of trial half-an-hour or so after it had been passed; hence his frantic struggle and cries of terror when he was removed from the dock. Not many of his fellow countrymen perhaps think our method so summary as this, but they do consider them often unduly precipitate, pointing out that if a mistake has been made it is not so likely to come to light in the few weeks following the trial as later, and the postponement of the execution for a few months considerably reduces the risk of so terrible and irrevocable a mistake occurring. There is ample evidence to show they practice what they preach. Landru, perhaps as a concession to popular sentiment, was not kept waiting unduly long. Arrested in April, 1919, he was convicted on 30th November 1921, and executed on 25th February 1922. Guyot, convicted in July, 1927, of the murder of a typist, was notified of his reprieve on 24th January of this year. Next day a carpenter was guillotined at Evreux who had been convicted early in October, 1927, of a crime for which he had been arrested in January, 1925.

Juries' Verdicts.

THE PRECISE moment at which a jury is *functus officio* depends on the judge, recorder or chairman who tries the case. On the one hand it may be said that once the foreman has given the verdict, and the question: "Is that the verdict of you all?" has evoked no dissent, the matter is finally settled. On the other hand, it may be said that if the verdict is contrary to the weight of evidence, there must have been some misdirection, and an addition to the summing-up is essential. The latter view is more likely to prevail if the first verdict is one of "Guilty," but if a verdict of "Not guilty" is ludicrously at variance with the proved facts, the judge may feel justified in advising the jury to reconsider the evidence. The judge only concerns himself with the question as to whether there is likely to be a miscarriage of justice. In bigamy cases juries are reluctant to convict where the defendant fails to substantiate the defence of absence for seven years, but can only prove six, for example. To avoid a flouting of the law a hint may be given to the jury that a verdict of guilty, coupled with a recommendation to mercy, may only result in a binding-over or imprisonment for one day. In fraud cases, where the defence is that the dealings between the parties are a matter of account, which should have been dealt with in the county court, the jury may find the prisoner guilty, with the addition of one of the following riders: (1) The prosecutor should have taken the money in the police court when it was offered; (2) The case ought never to have been brought; (3) The case should have been settled without a committal for trial. Counsel for the defence may argue energetically that any of these riders vitiates the finding of guilty. The bench may point out as regards (1) that the matter was out of the prosecutor's hands, as a criminal court must not be used for the collection of debts; (2) and (3) that as the intent to defraud is implied in the finding of guilty, any further comment is outside the jury's province. There is one occasion on which a jury are sometimes allowed to act after verdict, viz., when they withdraw a recommendation to mercy after hearing the prisoner's record.

"Management of the Ship."

IT IS provided by r. 2 (*a*) of Art. IV of the Carriage of Goods by Sea Act, 1924, that "Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from (the) act, neglect, or default of the master, mariner, pilot, or servants of the carrier . . . in the management of the ship." The generous wording of the section, and similarly phrased clauses in bills of lading before 1924, have been fruitful of a variety of controversies, and the numerous authorities dealing with the limitations to be assigned to the meaning of "management of the ship" do not appear to be entirely consistent or exhaustive. In the case of *Foreman and Ellams, Ltd.* v. *Federal Steam Navigation Co., Ltd.*, 72 SOL. J., p. 103, in which Mr. Justice WRIGHT gave judgment, on the 25th ult., the plaintiffs' consignment of frozen beef carried from Australia in the refrigerated holds of the defendants' steamer was found to be in a damaged condition on arrival at Liverpool. It was held that the damage resulted from excessive temperatures in the holds due to an error of judgment in the use of one only of the vessel's two refrigerating machines. His lordship held that this neglect in the management of the refrigerating apparatus was not neglect in the management of the ship, within Art. IV 2 (*a*) (*supra*) so as to exempt the shipowner from liability. The inference to be drawn from this decision appears to be that "management of the ship" does not include acts affecting the cargo. In the case of *Rowson* v. *Atlantic Transport Co., Ltd.*, 47 SOL. J. 738; 1903, 2 K.B. 666, a cargo of butter was carried in four out of six of a ship's refrigerating chambers, the remaining two containing ship's provisions. The butter was damaged through the negligent management of the refrigerating apparatus which was held to be negligent management of the ship. This decision, was, perhaps, influenced by the presence of the provisions, and might have been different in the case of cargo only. Lord Justice SCRUTTON, in the recent case of *Gosse Millard, Ltd.* v. *Canadian Government Merchant Marine, Ltd*, 44 T.L.R. 143, expressed an opinion contrary to the decision of Mr. Justice WRIGHT, *supra*. He said that "management of the ship" must include management of parts of the ship which, incidentally, damage some of the cargo; he added that he would welcome a decision from some higher tribunal which would treat the words "management of the ship" as management of the cargo carrying adventure of the ship, and so cover bad stowage and the management of the crew and stevedores. In view of the foregoing it would seem that an explicit statutory definition of ship management is urgently needed if the difficulties attendant upon its interpretation are to be overcome.

Drunk and Incapable.

IT IS A common error to suppose that there is known to the law the offence of being "drunk and incapable." Reference to s. 12 of the Licensing Act, 1872, will disclose that the offence thereby created is that of being "found drunk in any highway or other public place." The word "incapable" occurs in s. 1 of the Licensing Act, 1902, which creates no offence, but merely gives authority for the apprehension of a drunken person "if incapable of taking care of himself." Otherwise proceedings would have to be taken by way of summons. In practice the police do not prosecute people who are simply drunk, provided they go along quietly and neither disturb nor obstruct the streets. In a recent case before a Metropolitan magistrate at Marlborough-street Police Court, the accused, who was not legally represented, concentrated his defence on the fact that he was not incapable, and it was found that the charge sheet alleged him to have been so. As the magistrate pointed out, this form of charge unduly embarrasses the prisoner unacquainted with the law, and, further, induces him to plead not guilty and set up a defence, when, if he really understood what the charge was, he would in many cases readily admit his guilt. By s. 38 of the Criminal Justice Administration Act, 1914, the court of summary jurisdiction trying this charge may consist of one justice only; but he cannot inflict a greater penalty than twenty shillings including costs (s. 20 (7) Summary Jurisdiction Act, 1879), even for a third offence committed within twelve months.

Limitation of Liability.

In the case of the *San Tiburcio* before Mr. Justice Bateson on the 30th ult., a decree was granted limiting the liability of the owners of the steamship "San Tiburcio" to £44,289 2s. 5d. in respect of damage sustained by the steamship "Moliere" and her cargo resulting from a collision with the "San Tiburcio" in the River Plate in August, 1926, the latter alone being found to blame. From early times attempts have been made to protect the owners of vessels from excessive claims made against them as a result of the injurious conduct of the masters or crew to which they were not privy, and of which they had no knowledge. Continental owners were the first to secure the passing of a number of ordinances dealing with the matter, but it was not until 1734 that a statute regulating in some degree the owner's liability was passed in this country (7 Geo. 2, c. 15). The statute was entitled "An Act to settle how far Owners of Ships shall be answerable for the acts of the Masters or Mariners," and limited their liability to the forfeiture of the value of the ship and freight for embezzlement by the master or mariners of any gold, silver, diamonds, jewels, precious stones or other goods or merchandises, committed without the privity or knowledge of the owner. The person aggrieved, however, was not to be prejudiced in his remedy in law against the masters or mariners for embezzlement. To limit the liability of the owner, in cases of embezzlement only, soon proved an impracticable restriction, and in 1786, by 26 Geo. 3, c. 86, "robbery, secreting, or making away with," were added to embezzlement. Still further advantages of this nature were secured to the shipowner by an Act of 1813 (53 Geo. 3, c. 159), which was designed "to limit the responsibility of shipowners, in certain cases."

The three foregoing statutes were entirely repealed by the Merchant Shipping Act, 1854 (17 & 18 Vict., c. 120), which consolidated the law on the subject of liability. This Act provided, as previously, that on the occurrence of certain loss or damage without the actual fault or privity of the owner, he should not be answerable in damages to an extent beyond the value of his ship and the freight. There was the further proviso, however, that in no case where liability was incurred in respect of loss of life, or personal injury to any passenger, should the value of the ship and freight be taken to be less than £15 per ton. The Merchant Shipping Act, 1862 (25 & 26 Vict., c. 63), in addition to the loss of life or personal injury, limited the owner's liability for loss of or damage to ships, goods, merchandise, or other things, without his fault or privity, to an aggregate amount not exceeding £8 for each ton of the ship's tonnage.

The law as it now stands is contained in s. 503 of the Merchant Shipping Act, 1894, which enacts that the owners of a ship, British or foreign, shall not be liable to damages beyond certain limits, when, without their actual fault or privity, there has been loss of life or personal injury, or loss of or damage to goods; or when any of the above has resulted by reason of improper navigation. In the case of loss of life or injury, either alone or together with loss of or damage to vessels, goods, or other things, the owner of the ship in fault may claim to limit his liability to an aggregate amount not exceeding £15 for each ton of the ship's tonnage. Where there has been no loss of life or injury, but only loss of or damage to vessels, goods, merchandise, or other things, the liability limit is placed at £8 per ton. It would appear that although in many cases the limitation thus stipulated may be comparatively equitable, it must on occasions work considerable hardship on the innocent injured party. Take the hypothetical case of a small steam yacht of, say, 100 tons, of strong construction and capable of a good speed, holing and sinking a small ferry steamer with the loss of a number of lives. The £1,500 to which she could claim to limit her liability would, of course, be ridiculously inadequate to meet her victim's losses. Again, take a cargo vessel of about 6,000 tons gross, carrying, in addition to a very valuable general cargo, a quantity of bullion, so that the actual value of her cargo alone might be anything over £100,000; the owners of a vessel in fault which sunk her without loss of life or personal injury, could, provided the loss was without their fault or privity, claim to limit their liability under the Act to £48,000. To meet the exigencies of particular circumstances, however, the shipowner can by contract either altogether renounce his right to limit his liability, or he may limit it still further: *The Satanita*, 1897, A.C., 59. It is interesting to note that despite the higher cost of shipbuilding, and the proportionate increase in cargo values since the figures of £15 and £8 were fixed in 1862, these rates are still adhered to. It seems reasonable to expect that the limit of the owner's liability would have been raised proportionately with the increased ship and cargo values of the present day. In the case of yachts it is advisable for the owner to observe that the right to limit liability exists only when the loss or damage results without the fault or privity of the owner, so that, should he take command himself, he will deprive himself of the benefit of the statute.

Apportionment of Road Making Charges.

The respective functions of the local authority and the magistrates with regard to the above have been defined in *Birmingham Corporation* v. *Mother-General of the Convent of St. Paul*, 44 T.L.R. 31. The question is one which the local authority is primarily entitled to settle, and unless a private Act is in force, the matter is governed by the Private Street Works Act, 1892. That Act may be adopted by urban authorities, and may be extended to rural authorities by the Minister of Health. Section 6 empowers the local authority, where any street is not sewered, levelled, etc., to resolve to do the works necessary to make good the street; and the expenses shall be apportioned on the premises fronting on such street. The plans are to be deposited and kept open for inspection for one month. Section 7 enables any owner of premises to object to the local authority on any of the following grounds: (*a*) That the alleged street is not a street within the Act; (*b*) that it is a highway repairable by the inhabitants at large; (*c*) that there has been a material informality in the procedure; (*d*) that the works are insufficient or unreasonable or the expenses are excessive; (*e*) that any premises ought to be excluded or inserted; (*f*) that the apportionment is incorrect on some specified fact. Section 8 enables the local authority to apply to a court of summary jurisdiction to determine the matter of all objections. The court is empowered to act in the same manner, and, subject to the same provisions with respect to stating a case, as if the local authority were proceeding summarily against the objectors to enforce payment of a sum of money. The court may either (1) quash in whole or in part; or (2) amend—the resolution, plans, apportionment, etc., on the application either of any objector or the local authority. The costs are in the discretion of the court, which may order the costs payable by an objector to be paid first by the local authority and then charged, as part of the expenses, on the premises of the objector. Section 10 provides that the expenses shall, unless the local authority otherwise resolve, be apportioned according to the frontage.

In the above case, the estimate of £5,441 was apportioned among eighteen owners, varying from £2,709 9s. 3d., in respect of the convent land, to £97 11s. 4d. in respect of one house fronting the road, which was unadopted. Objections were: (*a*) The proposed works were unnecessary; and (*b*) would destroy the rural nature of the road; (*c*) that the estimate was excessive; and (*d*) would impose great hardship; (*e*) that the objectors did not want the road taken over, but would maintain it themselves; (*f*) that only back land of the

convent fronted the said street, and the buildings and entrance were in another road at a distance. The stipendiary magistrate found that while some road-making was necessary, the estimates were excessive and imposed too heavy a burden. He reduced the estimate and ordered the convent to pay one half and the other owners two-thirds of the respective sums allocated to their frontages. The corporation appealed on case stated, and Lord HEWART, C.J., pointed out that the words set out in s. 6 (above) are imperative, viz., that the expenses shall be apportioned according to the frontage of the respective premises. The only case in which some other ratio can be applied is where there is a resolution of the local authority to the contrary. This would be under s. 10 (above), which goes on to provide that the local authority may resolve that regard shall be had to these considerations: (*a*) The greater or less degree of benefit to be derived by any premises; (*b*) the value of work already done by the owners. The apportionment by frontage being established, the only valid objection was that the work was unnecessary, but no evidence as to what extent or in what respect had been given. AVORY and SALTER, JJ., concurred in remitting the case for further consideration, and for evidence to be called upon which the above powers to quash or amend could be exercised.

In urban districts where there is no local Act, and the Private Street Works Act, 1892, has not been adopted, the local authority derives its powers from the Public Health Act, 1875. Section 150 provides that where any street in any urban district (not being a highway repairable by the inhabitants at large) is not sewered, paved, etc., the urban authority may, by notice addressed to the owners of premises fronting, adjoining, etc., require them to sewer, pave and make good the same within a specified time. The only appeal with reference to the work to be done is to the Minister of Health under s. 268. The notice is a condition precedent to the recovery of the expenses, and the time specified for the execution of the works must be reasonable: see *Bristol Corporation* v. *Sinnott*, 1918, 1 Ch. 62; 62 SOL. J. 53. The deposit of plans at the office of the authority is directed by the section, but is not a condition precedent to recovery of the charges. If the notice is not complied with the authority may, if they think fit, execute the works, and may recover the expenses in a summary manner, or in the county court, from the owners in default according to the frontage of their respective premises, and in such proportion as is settled by the authority's surveyor. Section 257 provides that the apportionment of the surveyor is to be conclusive unless disputed within three months after notice of apportionment has been given. In case of dispute the apportionment is to be settled by arbitration under ss. 179 and 180. The arbitrators cannot consider objections to the total cost, and can only divide up the amount: see *In re Hanwell U.D.C.*, 68 J.P. 496. An alternative method of recovery (which bars the summary remedy) is for the authority to declare the amount to be private improvement expenses, the payment to be made in the form of a rate for a period not exceeding thirty years under ss. 213 to 215. Under the summary jurisdiction the magistrates only have power to enquire into the proportion payable by the owners, and not into the actual expenditure or the principle of apportionment. The Minister of Health may extend the Public Health Act, 1875, to rural authorities under s. 276. Before objecting to road-making charges, it is therefore important to ascertain the right procedure. There are five alternatives, as the matter may be regulated by the Public Health Act, 1875; the Private Street Works Act, 1892; or a local Act based on either, or selections from each.

CANCER HOSPITAL APPEAL FOR RADIUM.

The Cancer Hospital, Fulham-road, is urgently in need of five grams of radium for treatment of patients, at an estimated cost of £11,500 a gram. As a result of a generous benefaction the hospital is enabled to buy one gram, and appeals for contributions towards the cost of purchasing the remainder.

Legal Aid for the Poor.

THE Committee appointed "to enquire what facilities exist for giving to poor persons advice with respect to their legal rights and liabilities and aid in the conduct of legal proceedings and to report what, if any, further steps should be taken in respect of these matters," have now presented to the LORD CHANCELLOR a second and final report (Cmd. 3016, price 4d.).

Questions affecting legal aid in criminal causes were dealt with in the committee's first report and those relating to legal aid in the High Court were expressly excluded from the scope of the committee's enquiry; so that the questions dealt with in this final report relate chiefly to the matter of legal aid in the County Court.

The committee pay an eloquent tribute to the value of the work done by the genuine type of legal aid societies. But at the same time they do not fail to issue a timely warning against the "detected" and "highly undesirable practices" of "a number of societies which make it their business to take up cases, generally, though not exclusively, accident cases, usually upon the terms that they should receive a percentage upon any sum recovered." "There are the strongest reasons" the report adds, "for suspecting that they are in most, if not all, cases merely devices used by solicitors of a speculative type to obtain work . . ." That is indeed, a serious allegation to make even against a very few members of the profession, and is obviously a matter of grave concern to solicitors generally. There is re-assurance in the words of the committee, that "the Law Society is fully alive to the gravity of the evil and is most anxious to check it," but there is not much comfort in the words that "the difficulty is to find any means to check it." On another occasion (see 71 SOL. J., p. 998) we have indicated certain steps that could, with advantage, be taken to check these obnoxious practices.

The difficulties of providing proper advice in rural areas is discussed and a most necessary reminder is given that in "country districts and town districts alike, solicitors constantly give advice and assistance to those unable to pay for it," and that "the officials of the County Courts are in a position to give and do give to intending litigants much assistance." But strong appeals are made: (1) to younger members of both branches of the profession to offer a unique service "of the very highest social and philanthropic value," to the community; and (2) to provincial law societies—many of whom are already co-operating in this work—to establish a poor man's lawyer, organised similarly to those already in existence.

Several interesting suggestions were made to the committee for the establishment of a general scheme of "legal benefits" to poor persons; e.g., a scheme as part of the National Health Insurance Acts, a "Legal Hospital system," and a "state" or "municipal" bureau in which solicitors specially retained by the state or a municipality would offer free legal advice.

All these the majority of the committee rejected in favour of the *status quo* generally, and in particular of the extension of voluntary efforts—a real tribute to the admirable character of the voluntary work now being done by members of the profession.

A minority report signed by two members of the committee, whilst not minimising the nature of the voluntary work now being done, actually advocates the employment by local authorities, singly or in co-operation, of qualified persons to give free legal information and advice.

The attention of the Legal Profession is called to the fact that the PHŒNIX ASSURANCE COMPANY Ltd., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

A Conveyancer's Diary.

Leases of "Registered Land" in Non-compulsory Areas.

Registered land is defined in the L.R.A., 1925, s. 3 (xxiv), to mean "land or any estate or interest in land the title to which is registered" under the Act. This definition obviously includes land outside the compulsory area if the title thereto has been registered.

Section 18 (1) gives a list of the dispositions which a registered proprietor of a freehold estate may make *in the prescribed manner*. These include the grant of a lease of the registered land or any part thereof or of the surface and mines and minerals separately.

The transfer (including a lease, ss. 18 (5), 21 (5)) of the registered estate in the land or part thereof is to be completed by the registrar entering on the register the transferee as proprietor of the estate transferred: L.R.A., 1925, s. 19 (1). Until such entry is made the transferor is deemed to remain proprietor of the registered estate: *ib.* The expression "transferee" includes a lessee: ss. 18 (5), 21 (5).

Until the moment of completion (i.e., the moment when the transfer or lease is delivered at the registry properly stamped, and accompanied by the land certificate) the title of the transferee or lessee will depend on the equitable title of the transferor, which in most cases will be unknown to the transferee; see "Brickdale & Stewart-Wallace," 3rd ed., p. 169; not only so, but the term created will (see *infra*) at most be an equitable term till the lessee applies to register his title.

A "transfer" of registered freehold land includes any disposition authorised by s. 18 (1), *supra*; thus it includes a lease (for more than twenty-one years) of the registered land or any part thereof; and a "transferee" has a corresponding meaning: s. 18 (5); cf. s. 21 (1) (5) as respects registered leasehold land.

It follows, therefore, that a lessee (except where a term not exceeding twenty-one years to take effect in possession or within one year from the grant thereof at a rent without taking a fine is created; see s. 19 (2)) of registered land or any part thereof, whether in a compulsory or in a non-compulsory area, should:—

(i) see that his lease is prepared in a form "which sufficiently refers, in the prescribed manner, to the registered land": s. 18 (1) (*e*), and

(ii) apply without delay for registration of himself as proprietor of the estate transferred, i.e., of the term created by the lease.

It is not sufficient in such a case to register only a notice of the lease under s. 48 against the registered freehold, but in order that the lessee may acquire a title to the term he must apply for the substantive registration of the title to the lease. Similar considerations, of course, apply to sub-leases created by proprietors of leasehold interests: ss. 21 and 22.

A lease or sub-lease created by a registered proprietor and capable of registration can at best only be a minor interest until the title is registered or an application is made to register: s. 101; hence can only take effect (if it takes effect at all) as an equitable interest. Further than that (except in the case of a lease or sub-lease for not more than twenty-one years, etc.) a lease or sub-lease cannot (s. 109) be created even as a minor interest under s. 101 where the lease or underlease can be created by a registered proprietor by a registered disposition under ss. 18 or 21. It follows that if a valid title is to be acquired at all the title to the lease or sub-lease *must* be registered.

As we have observed, this applies to registered land in non-compulsory as well as in compulsory areas. It follows that if any freeholder outside the compulsory areas registers his freehold, he, in effect, makes that land a compulsory area as long as the title thereto remains registered.

It is true that, after registering his title to the lease, the lessee might apply, in a non-compulsory area, to have the term removed from the register: s. 81. This, however, can so seldom, if ever, be for his benefit that the power can for practical purposes be ignored.

We have received the following note upon last week's "Diary," and have pleasure in publishing it as communicated:

In last week's "Diary" you raised a number of questions of considerable practical importance. As I venture to disagree with the conclusions there drawn with respect to two of the matters discussed, it may be expedient that your readers should be given the alternative views.

Partitions under L.P.A., 1925, s. 28 (3): Stamps.

You expressed a doubt "as to whether the expression 'partition' in the Stamp Act, 1891, would include 'partition' as that expression is used in s. 28 (3)," and referred to *Biggs* v. *Peacock*, 1882, 22 Ch. D. 284. Now, it must be admitted that 'partition' in s. 28 (3) is used in a somewhat different sense from that in which it was commonly used before the new Acts. It may even be admitted that the new power given to trustees for sale by s. 28 (3) resembles closely a power to 'apportion.' But surely the correct inference is that the legislature having elected to call and treat this new power as a power to 'partition,' has for practical purposes, thereby extended the meaning of the expression? This seems to be confirmed by the use of the expression 'equality money'—an expression referable and appropriate to partitions in the strict sense. It seems to me, therefore, that a 'partition' under s. 28 (3) should be stamped as a 'partition' under the Stamp Act, 1891, ss. 73, 90.

"Settled Land" held in Undivided Shares: Vesting.

You have suggested that L.P.A., 1925, 1st Sched., Pt. IV, para. 1, sub-para. (3), 'applies only to cases to which sub-para. (1) is inapplicable.' I submit that the better view is that sub-para. (1) does not apply where the land is 'settled land' (as to the meaning of which, when used in the transitional provisions, see *Re Ryder & Steadman*, 1927, 2 Ch. 62; 71 Sol. J. 451). It seems to me that what is contemplated by sub-para. (3) is the desirability of not severing the connexion between settled land and the S.L.A. trustees. Such a connexion, say under the pre-1926 practice, was naturally a much more active and real one than the connexion between trustees in whom the legal estate in the settled land was vested, for they were not necessary parties in any conveyance by the tenant for life. Indeed, their existence was not infrequently ignored.

The view I advocate is in accordance with the practice laid down in S.L.A., 1925, s. 36, under which, after 1925, the former S.L.A. trustees are empowered to require the land, formerly settled, to be vested in them on trust for sale whenever it comes to be held in undivided shares.

It may be added that if the view here put forward is adopted the 'apparent conflict' between sub-paras. (1) and (3) vanishes. But as *Re Myhill*, 72 Sol. J. 86; 1928, W.N. 7, shows sub-para. (3) can have no application unless 'the entirety' of the land was formerly 'settled land.'

Landlord and Tenant Notebook.

Unreasonable Refusal of Consent.

Cases in which the courts have been called upon to determine whether the withholding of the lessor's consent to a contemplated assignment on sub-letting by the tenant was in the circumstances reasonable or unreasonable are always of interest and importance, and for that reason attention is called to the decision of Mr. Justice

Clauson, in *Re Lease of* 44, *Crouch End Hill, Farr* v. *Ginnings*, *The Times*, 27th January.

The question raised by the summons in that case was whether, where a tenant had committed breaches of his repairing covenants, the landlord could, on that ground, and owing also to the fact that the repairs still remained unexecuted, refuse to grant a licence to the tenant to assign the lease to a responsible person, who, moreover, according to the statements of the tenant, intended to spend a considerable sum of money in putting the premises into a proper state of repair.

The general principles of law by which the court must be guided in determining the question of reasonableness or unreasonableness are to be found in the judgment of A. L. Smith, L.J., in *Bates* v. *Donaldson*, 1896, 2 Q.B. 241, as explained by Tomlin, J., in *Houlder Bros.* v. *Gibbs*, 1925, Ch. 198. Briefly, these principles may be stated as follows:—"The considerations with reference to which reason or unreason is tested must be reasons which have some relation to and arise in some way out of the personality of the lessee or the proposed user or occupation of the premises, and the mere fact that some indirect detriment may follow to the lessor by reason of the assignment does not of itself afford the lessor a ground for refusing his assent to the assignment": cf. *Houlder Bros.* v. *Gibbs*, 1925, Ch., at p. 202. It is, therefore, too wide a statement of the law to say that, for this purpose, the court is entitled to have regard to all the circumstances which may affect the interest of the lessor, however extrinsic they may be to the fact of the lease or the user of the premises in the lease or the personality of the lessee or assignee": *ib.*, at p. 201.

A case which is very similar to *Farr* v. *Ginnings*, is *Goldstein* v. *Saunders*, 1915, 1 Ch. 549. There the covenant was to the effect that consent to any intended assignment or demise should not be unreasonably withheld. It appeared that various irregularities had been committed by the tenant, part of the garden having been walled off and incorporated with the adjoining premises which were used as a hotel for the purposes of providing lavatory accommodation for the latter premises, and, in addition, the premises were in a state of disrepair. The proposed assignee, however, was admittedly a reputable and responsible person. In the course of correspondence that passed between the solicitors for the various parties, the solicitors for the lessee intimated that application would shortly be made by the latter for a proposed assignment of the premises, to which the reply was made that the lessor could not consent to the assignment. Shortly afterwards, on the 9th February, a formal application for consent was made, an answer thereto being requested by the 23rd February, to which the lessor's solicitors replied that the matter was before counsel. On the 19th March the lessee, without having obtained the lessor's consent, assigned the premises. It was held by Eve, J., "that the purported assignment was void and that the refusal of consent was not unreasonably or vexatiously withheld." If the judgment of Eve, J., is examined, it will be observed that the learned judge was, to a large extent, influenced by the fact that the lessor was called upon *within a limited time* to give her consent; this, in itself, being unreasonable, having regard to the lessor's discovery of the transformation of her property which had taken place without her consent, and by the fact that the lessor was being virtually asked to defer to a subsequent date the questions of the remedies available to her against the lessee and her own position with the ground landlord: cf., *ib.*, at pp. 555, 556.

It would appear that on some such grounds as these *Goldstein* v. *Saunders* is to be distinguished from *Farr* v. *Ginnings*, since in the latter case Clauson, J., came to an entirely opposite conclusion and held that the consent had been unreasonably withheld. Whereas in the former case the breaches were, in the latter they were apparently not, of a serious character, or, at any rate, they were not regarded as such by the lessor, who had not put any pressure on the lessee to execute the necessary repairs in compliance with his covenant. Further, as Clauson, J., pointed out, the lessor instead of suffering any disadvantage was benefiting by the assignment, since in addition to his right of action for damages against the assignor he was in the position of using the threat of forfeiture as a lever against the assignee to compel the latter to execute the necessary repairs.

In view of the provisions of s. 19 (1) of the Landlord and Tenant Act, 1927, whereby a proviso that license or consent is not to be unreasonably withheld, will be read into every lease containing a covenant, etc., against assigning, etc., without consent, a note should be made of *Farr* v. *Ginnings*.

Our County Court Letter.

WORKMAN'S DEATH FROM PROHIBITED ACT.

THE Court of Appeal have recently considered the above subject in *Stokoe* v. *Mickley Coal Company Limited*, 165 L.T.J. 80. The facts were as follows: On the 2nd March, 1927, at 2 a.m., William and Thomas Stokoe, being both holders of shot firers' certificates, entered a drift for the purpose of driving through rock by means of gelignite. They were firing with fuse, took detonators with them, and worked without supervision. At 7 a.m. a search was made, and the bodies of the deceased were found, both seriously injured. That of William, who was left-handed, was nearer the working face, the left arm being nearly severed. An undamaged drill standard was found some distance away, but the drill and ratchet were found a few yards from the face in a twisted condition. The widows of both men applied for compensation as dependants, but on the circumstantial evidence (which was all that was available) the company relied on the Explosives in Coal Mines Order of the 1st September, 1913.

That Order prohibits, by cl. 2 (*c*), the drilling out of the stemming of a misfired shot, and by cl. 3 (*e*) provides that in the event of a misfire, another shot must be fired in a fresh hole not less than one foot from the first hole. The company admitted that it was the duty of a shot firer to deal with a misfire, but as there was no trace of any drilling of a fresh hole, it was alleged that by means of the drill and ratchet alone (the standard being unnecessary) both deceased had been drilling out the stemming of the misfire. The county court judge found as facts: (*a*) That only one of the men, viz., William, had caused an explosion by drilling out a misfired shot with the drill and ratchet alone; (*b*) that Thomas was an innocent sufferer therefrom; (*c*) that saving the trouble of drilling a fresh hole had been the dominant motive of William.

The Workmen's Compensation Act, 1925, s. 1 (1), provides that the employer shall be liable to pay compensation if death results, even after the serious and wilful misconduct of the workman; and s. 1 (2) provides that an accident resulting in death shall be deemed to arise out of and in the course of employment, notwithstanding that the workman was acting in contravention of any statutory regulation—if he was also acting for the purposes of the employer's business. The county court judge held that William had not fulfilled the last condition, as he had been acting for the purpose of saving himself trouble, and not in connexion with his employers' business. William's was, therefore, not a case in which death from a prohibited act rendered the employer liable under s. 1 (1). There was no disqualification in the case of Thomas, however, and his widow obtained an award. The Court of Appeal reversed this decision in the case of William, and laid down that the test as to whether s. 1 (2) is applicable does not depend on the motive of the man killed. If the latter was acting (as in the present case) for the purposes of and in connexion with the employer's business, although the act might be prohibited, the liability arose within s. 1 (1) above.

The House of Lords, in *Wilson's and Clyde Coal Company Limited* v. *M'Ferrin*, 1926, A.C. 377, had held that a miner who did a prohibited act under a mistake (apart from saving himself trouble) and was permanently disabled, was entitled to compensation under the Workmen's Compensation Act, 1923, s. 7—now the above s. 1 (2). In the last-named case two shot firers lighted their strums, and went to a place of safety. One shot exploded, which the respondent thought was his own, temporarily forgetting that there was another shot to go off. After a few minutes he went to examine the result, and as he arrived his own shot exploded and injured his eyesight. In returning in less than an hour he contravened the Explosives in Coal Mines Order of 31st August, 1922. The House nevertheless held that he was entitled to compensation.

The onus is on the workman to prove that he was acting for the purposes of and in connexion with the employer's trade or business within the above s. 1 (2). The House of Lords so decided in *Garallan Coal Company Limited* v. *Anderson*, 1927, A.C. 59, on the same wording in the earlier statute. The deceased had there been crushed under a cage, while attempting to cross the shaft bottom in breach of General Regulation 22 of the 10th July, 1913, made under the Coal Mines Act, 1911. In the absence of evidence as to why he was there, it was held that the employers were not liable.

Practice Notes.

SUING ON BILLS OF COSTS.

A mortifying experience in court may be avoided by a perusal of two cases: (1) *Re Paine*, 28 T.L.R. 201, which arose on a summons to review taxation, and was a case in which the solicitor and client were neighbours and on terms of social intimacy. Mr. Justice WARRINGTON (as he then was) followed the rule laid down by Vice-Chancellor TURNER in *Crossley* v. *Crowther*, 9 Hare 384, i.e., where there is a conflict as to authority between solicitor and client, without further evidence, weight must be given to the affidavit against, rather than to the affidavit of, the solicitor. In the first case, above, the solicitor had done some business relating to a proposed purchase of land, and had seen an architect; he had also recommended (*a*) some bonds, which the neighbour later bought through a broker, and (*b*) rubber shares, which the neighbour regarded as a joint speculation. The positive denials of the client that he gave the solicitor a retainer were accepted, and the objections to the items allowed by the Taxing Master were allowed. (2) *Porter* v. *Sir H. Fraser and Others*, 29 T.L.R. 91, in which case an employee of the Great Central Railway (as it then was) sued the Pension Fund Committee. The latter's solicitor entered appearance, with the approval of the chairman, and served notice of motion to stay the action pending an arbitration under the Pension Fund Rules. Four of the members of the committee then served the plaintiff, the four defendant official members of the committee, the company, and the solicitor, with a notice of motion for an order that the appearance, and all proceedings in the action, be set aside as having been entered without authority. Mr. Justice NEVILLE said it was important that solicitors should be careful to act on the express instructions of their client, and should obtain a written retainer before taking any steps in any litigation, although no doubt a parol retainer might do if it could be proved. There being no evidence that the solicitor had authority to act for the applicants, his action on their behalf was unauthorised. There was no question of damages, but the solicitor was ordered to pay the applicants' costs as between solicitor and client, and the plaintiff's costs as between party and party.

INCOME TAX.

Set-offs against interest payments in connexion with the housing schemes of local authorities give rise to a number of difficulties, and there are a few important points which it is well to keep in mind. In addition to the set-off of the assessments under Schedules A and D in respect of the Housing (Assisted) Scheme accounts against interest paid under deduction of tax, the penny rate contribution may form the subject of set-off. In cases where the amounts available exceed the interest paid by the fund itself, a set-off of the amount of the rate contribution may be claimed against the housing account interest. Further, if all the Public Works Loan Board interest cannot be used for the Housing (Assisted) Scheme account, the amount of the rate contribution may be set-off against any surplus after the taxed income of the fund from which the contribution was made has been set against taxed interest paid by that fund.

In computing the annual value of property let in tenements at inclusive weekly rentals, it is the practice, despite the ruling in *Williams* v. *Sanders*, to deduct from the rents received a fractional amount to cover periods during which tenements may be untenanted. In different parts of the country the fraction adopted varies slightly, but as a rule Commissioners will raise no objection to one twenty-sixth part being taken as representing the probable void periods. Therefore, if the net rent receivable, after deducting local rates, amounts to 10s. a week, the annual value is taken at £25, or fifty times 10s., instead of fifty-two times that amount.

It is interesting to note that, when a portion of business premises are sub-let, any rent receivable need not be included in the accounts of the business as a receipt for income-tax purposes, all income arising from the property being covered by the assessment under Schedule A. The expenses in connexion with the portion sub-let (e.g., rates, repairs, etc.), however, must also be eliminated from the account.

Reviews.

An Historical Introduction to the Land Law. By Professor W. S. HOLDSWORTH, K.C., D.C.L., F.B.A. 1927. Oxford: The Clarendon Press. xxiv and 339 pp. 15s. net.

"Whether we are considering the law which is contained in the Property Acts, or whether we are considering the law which is outside their scope, some knowledge of the history of the land law will always be needed to understand it; and, for at least the next quarter of a century, this historical knowledge will be more especially necessary." Such is the timely and most proper warning which the learned Vinerian Professor addresses to his readers. Hitherto, however, it has not been an easy task for those whose experience had already convinced them of the truth of these words to acquire the necessary knowledge. The difficulty was to find a short, yet adequate, introductory account of the development of our land law. There was available a mass of detailed information, much of which was confusing in the extreme and so most disheartening to the average student. Professor Holdsworth has succeeded in presenting an admirable introductory sketch of the old system from its earliest infancy to its recent attainder. The account which he gives is general enough to make the lines of development quite clear and the subject itself alive and not uninteresting even to the lay reader. At the same time the account is not so general or sweeping as to suggest to a real property lawyer's mind the need for any qualifications or restrictions. No one but a real master of the subject could frame such a clear, readable and accurate introduction to the history of our land law.

Books Received.

Supplement to the Law of Income Tax (Third Edition), containing an account of the changes made by the Acts of 1926 and 1927 and decisions reported in those years, with the Text of the Acts. E. M. KONSTAM, K.C. Paper, Medium 8vo. 128 pp. 1928. Stevens & Sons, Ltd., and Sweet and Maxwell, Ltd. 5s. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in duplicate. Each copy to contain the name and address of the subscriber. To meet the conveniences of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

Substituting Gift by Will—Class—Time of Ascertainment.

Q. 1138. A by his will gave his residuary estate to his trustees upon trust to divide the same rateably amongst all his children, and directed that his trustees should stand possessed of each of his daughter's shares upon trust to pay the income of such shares to each of his daughters during their life, and, after her life, "upon trust for all and every the children or child of that daughter if more than one in equal shares absolutely." Testator then declared as follows: "In case there shall be no child of any daughter, then I declare that the share of that daughter shall be held by my trustees upon trust for all my other children in equal shares, subject however, as to the shares of daughters to the trusts hereinbefore declared concerning the same." Testator had four daughters living at the date of his death, namely, Eliza, Annie, Emma and Frances. Eliza was the only one to marry and died leaving children, therefore her share has become absolutely vested in her children. In addition to the daughters there were four sons, X predeceased testator without children, Y predeceased him leaving children living at testator's death. William died after the testator leaving children, Henry is still alive with children. Annie has now died. Amongst whom will her share be divided? What is meant by these last words, and which of the testator's children benefit? Does the testator mean that the children to benefit are those living at Annie's death, or living at his (the testator's) death? Which of the sons or their children take any benefit and can Eliza's children claim anything? We have perused the case of *Re Errington; Gibbs* v. *Lassam*, 136 L.T. 764, 1927, which appear to be somewhat similar, but cannot come to any fixed conclusion. The point is between whom and in what proportions is Annie's share divisible?

A. In the case cited above the gift was not contingent. Subject to the usual caution as to construing a will without sight of it as a whole, the principle applies that where there is a gift to a class upon a contingent event (here death without children), the time of the contingency does not determine the class, see *Boulton* v. *Beard*, 1853, 3 De G.M. & G., 608, at p. 612, approved *Hickling* v. *Fair*, 1899, A.C. 15 (see p. 35), and see also *re Walker*, 1917, 1 Ch. 38. The sons and daughters who were living at the testator's death therefore take. Y's children (subject as above) are excluded from the benefit of s. 33 of the Wills Act, 1837, by the doctrine enunciated in *Browne* v. *Hammond*, 1858, Johns. 201. Eliza's children take her share. William's share is part of his estate devolving on his death or intestacy.

Lease for Boy Scouts.

Q. 1139. A client of mine wishes to vest a piece of land in the local boy scouts' association, for the purpose of erecting a hall for drilling and social purposes, connected with the boy scouts. I should be glad to ascertain where I could obtain the precedent of a suitable deed. It is proposed to deal with the matter on the footing that the land should revert to the donor, if, as may happen, the objects for which the gift was made came to an end owing to lack of interest, and for this reason it has been thought that a lease might be made for say ninety-nine years at a nominal rent, and a proviso inserted in the lease providing for determination of the term if the boy scouts' movement, locally, came to an end during the term as stated above. The boy scouts' association not being a charity, it would not be possible for them to hold land in mortmain, but there must be many places where land or buildings have been purchased or leased for the boy scouts' movement, and it would be of assistance to me if I could learn what form the deeds have taken in such cases.

A. Possibly Prec. VIII, "Prideaux," vol. III, p. 1199, might be adapted. A lease for ninety-nine years, without qualification, to a non-charitable body, would violate the law of perpetuities. It is suggested that the headquarters of the association may have model forms, which could be revised in the light of the above precedent on behalf of the proposed lessor.

"Practice"—L.P.A., 1922, 15th Sched., Para. 16 (3)—L.P. (Am.) A., 1924, 2nd Sched., Para. 5 (9).

Q. 1140. The question is in regard to a lease of premises held from the Corporation of London for a term of sixty-one years, renewable every fourteen years upon payment of a fine, the lease containing provisions as to forfeiture in the event of the fines not being paid on renewal, or in the event of any assignment without the previous consent of the lessors. Prior to the passing of the new Property Statutes there was in force a scheme whereby the fines could be commuted either by capital payment or by way of additional rent, and whereby, in consideration of this and of the payment to the lessors of one year's rack rent value of the premises, a new lease could be obtained upon terms more favourable to the lessee, e.g., a term of eighty years renewable in perpetuity at any time during the term; no restriction against alienation; the elimination of the cumbersome and somewhat archaic wording of the old lease—in fact, to quote the words used in the scheme, "the tenants will hold of the corporation in perpetuity, at rents certain, free from fines, and relieved of trouble and the expense incident to repeated renewals; also from the serious risks of forfeiture which are now involved in the covenants contained in the existing lease." Under the Acts the fines have to be commuted or the amount of the additional rent arrived at, and the corporation contend that the scheme above referred to is a practice obtaining before the commencement of the Act within the meaning of para. 16, sub-para. 3, of the L.P.A., 1922, as amended by the L.P. (Am.) A., 1924. The scheme in question as mentioned above involves, in addition to the amount required to commute the fines, an immediate payment by the lessee of one year's rack rent of the premises (amounting in the case of the premises in question to several thousands of pounds), or to interest on such annual value by way of additional rent. The lessees do not ask for the more favourable form of lease which the corporation offer, but merely wish to commute the fines as required by the Property Statutes, and the question asked is, whether the lessee must nevertheless accept the scheme referred to, or do the alternative provisions of the Acts as to assessing the value of the corporation's right apply?

A. As to what is a "practice" in connexion with renewing a perpetually renewable lease, see *A.-G.* v. *Corporation of Great Yarmouth*, 1855, 21 Beav. 625. Since the sixty-one years lease was not perpetually renewable, the tenant can only come under the provisions of s. 145 of and the 15th Sched. to the Act of 1922, as amended by that of 1924, by adopting the eighty years' scheme. This being so, the opinion is given here that the practice in connexion with that scheme is binding on the tenant. In default of payment of one year's rack rent the tenant was not entitled to a renewable lease, and it is not even clear whether the corporation were bound to the scheme in

any particular case. But, assuming they were, the one year's rack rent would certainly appear to be in the nature of a fine within para. 16 (3), *supra*.

Settled Land—Pre-1926 Appointment of New Trustees for Purposes of the S.L.A., 1882 to 1890, by Court—Title.

Q. 1141. J.O., by his will, dated in September, 1908, appointed his sons, T.J.O., J.H.O. and S.O., and daughter, E.L.O., executors, and *inter alia* gave, devised and bequeathed to the said T.J.O., J.H.O. and S.O. (thereinafter called "his trustees") his freehold property known as The Beeches and the grounds enjoyed therewith, to be held by the trustees upon trust for testator's son, S.O., during his life. There is no trust for sale in the will. The testator died on the 10th June, 1910, and the will was proved by all the executors on the 26th September, 1910. In 1921 a sale of part of the garden ground of The Beeches was contemplated (but not completed) and an order was obtained "In the matter of the freehold property known as The Beeches etc. settled by the testator's will, and In the matter of the Settled Land Acts, 1852 and 1890," and the judge appointed the said T.J.O., J.H.O. and S.O. trustees of the settlement for the purposes of the before-mentioned Acts. T.J.O. died in September, 1926, leaving J.H.O. and S.O. (the latter who is also the tenant for life) surviving. It is now proposed to sell a portion of the settled land, and I should be glad to have your views as to—

(1) Whether J.H.O. and S.O. can sell as trustees under the before-mentioned order, notwithstanding that S.O. is also tenant for life, and that conveyance be made by the tenant for life of the first part, the trustees of the second part, and the purchaser of the third part; or

(2) Whether a new trustee should be appointed under the order for the purpose of giving a receipt for the purchase-money; or

(3) Whether a new trustee of the will should be appointed so that there can be two independent trustees to give a receipt for the purchase-money and a vesting deed executed in favour of S.O., the tenant for life, to enable the sale to be carried out; or

(4) How the sale should be carried out.

A. The order of 1921 was no doubt obtained, because, in the absence of trustees of the settlement for the purposes of the Acts, none of the property could be sold. The order having been made, the persons nominated became trustees for the purposes of the S.L.A., 1925, on 1st January, 1926, under s. 33 (1), and J.H.O. and S.O. are now such trustees. In answer to the questions put—

(1) The proper person to sell is S.O. as tenant for life, but he cannot do so until he and J.H.O. as trustees execute a vesting deed in his favour under 2nd Sched., para. 1 (2), see s. 13. The conveyance will be made in the usual form applicable for settled land with the parties in the order suggested.

(2) No, two trustees are enough.

(3) No. S.O. was eligible to act as trustee for the purposes of the Acts, and the court has confirmed his personal fitness by appointing him. The fact that he is tenant for life in no way affects his powers and duties as trustee in selling to a stranger.

(4) As above.

The Property Market.

Freehold investments aising rout of business and residential properties at Clerkenwell, Norwood, Finsbury, Fulham, Harlesden, Holborn, Tottenham, Shepherd's Bush, Peckham, St. Pancras, Notting Hill, and Wandsworth, fully let at an aggregate gross rental of £6,973 15s. 4d. per annum, were recently disposed of by Messrs. Goddard & Smith, at the sale announced in The Solicitors' Journal of the 21st January, the total purchase moneys amounting to £92,590. They also disposed at the same sale of a freehold investment, No. 26 Dover-street (producing £700 per annum), for the sum of £16,500.

Obituary.

Mr. A. L. Lowe, C.B.E.

Mr. A. L. Lowe, solicitor, Senior Registrar of the Birmingham County Court, died suddenly on Tuesday last.

The son of the late Mr. Henry Lowe, of Birmingham, he was educated at Clifton College and Clare College, Cambridge, and was admitted in 1886. He became a member of the firm of Johnson, Barclay, Johnson & Lowe in 1900, and five years later received the appointment of registrar. He was joint editor of the Costs and Fees Section of "The Annual County Court Practice," a member of the Standing Committee on County Court Rules, President of the Association of County Court Registrars (for ten years) and from 1916 to 1918 President of the Birmingham Law Society. He was a Fellow of the College of Teachers of the Blind, a member of the Ministry of Health Advisory Committee on the Welfare of the Blind for eight years, Chairman of the Committee of the Birmingham Royal Institution for the Blind from 1902 to 1913, Chairman of the Midland Counties Association for the Blind from 1916 to 1924, also Chairman of the Birmingham Branch of the British Red Cross Society since its formation in 1922. For his valuable work on the Lord Chancellor's Committee set up to review the members of the staff of the several county courts and justices' clerks' offices, he was created a Commander of the Most Honourable Order of the British Empire, in 1919.

On Wednesday last, in the presence of a large number of the Bar, solicitors, court officials and the public, His Honour Judge Dyer, K.C., in referring to the unexpected loss they had sustained, stated that the court assembled that morning in the shadow of nothing less than a calamity. Up till a late hour the previous afternoon Mr. Lowe had been performing his duties at the court apparently in normal health. From personal experience he could only speak of the last eight months of the late Registrar's life, but he had ample opportunity for observing the excellent manner in which he discharged his duties, the ripe experience which he brought to bear on his work, and the esteem in which he was held by his official colleagues, by the legal profession and the suitors. It was well known that their late friend was contemplating retiring, but almost in sight of harbour the good ship was gone, and it had pleased Providence to provide another haven. His Honour expressed the deepest sympathy with the widow and family.

Mr. A. R. Churchill mentioned the personal loss felt by the Bar, many of whom had grateful recollections of the late Registrar's kindness to themselves as beginners.

Mr. C. H. Saunders, President of the Birmingham Law Society, also associated himself with the learned Judge's remarks.

Mr. A. H. Coley, LL.D. (ex-president of The Law Society), spoke in appreciation of the late Registrar's public services as Chairman of the Registrars' Association, member of the County Courts Rule Committee, as a Churchman, and of his great work on behalf of the blind.

Mr. H. Davey, High Bailiff, expressed sorrow on behalf of the staff.

His Honour stated that it would be in accordance with their late friend's wishes not to have any intermission of the work of the court, and his own and the Registrar's Courts would therefore adjourn only until 10.45 a.m.

Mr. G. Hunnybun.

Mr. Gerald Hunnybun, solicitor, a member of the firm of Hunnybun & Sons, Huntingdon, died at his residence, Old Court Hall, Godmanchester, on Monday last, the 6th inst., at the age of seventy-seven. Admitted in 1873, Mr. Hunnybun was one of the oldest and best known solicitors in Huntingdonshire, and held the appointments of Clerk to the Justices of the Leightonstone Division and Coroner for the Leightonstone Hundred. He took a prominent part in the discussion relating

to the drainage of the Ouse areas, and was a frequent contributor on the subject to the correspondence columns of various papers.

MR. T. A. PEARSON.

Mr. Tindal Arthur Pearson, barrister-at-law, formerly Chief Presiding Magistrate, Calcutta, died at Hove on Tuesday, the 31st ult., at the age of eighty-one. The son of the Rev. Arthur Pearson, of Springfield, Essex, he was an uncle of the late Sir Arthur Pearson, Bart., whose name will ever be remembered as the founder of St. Dunstan's, that great institution which has done, and is doing, so much for our heroes blinded in the great war. He was called by the Inner Temple in 1872, and joined the Calcutta Bar in 1878, and soon afterwards was offered and accepted the appointment of official reporter of the Indian Law Reports, at the Calcutta High Court. He subsequently became in turn Deputy Superintendent and Remembrancer of Legal Affairs under the Bengal Government, Registrar of the Diocese of Calcutta, and Receiver of the High Court, and was finally selected (in 1894) for the appointment of Chief Presiding Magistrate of Calcutta (with the charge of a Special Court for the trial of pilots accused of neglect in the difficult navigation of the Hooghly), where he did most valuable work. In the discharge of the duties of that responsible office his courtesy, legal knowledge and strict sense of justice won for him the confidence and esteem of the public.

MR. S. H. JACKSON.

Mr. Stephen Hart Jackson, solicitor, senior principal in the firm of Hart Jackson & Sons, Ulverston and Barrow-in-Furness, passed peacefully away at his residence, Heaning Wood, on Monday, the 2nd January, in his ninety-third year. Born on 1st June, 1835, he was educated privately and articled to Mr. T. Woodburne. Admitted in 1857 he was probably the oldest practising solicitor in the County Palatine, and for a great many years acted as steward of the ancient Manors of Dalton, Plain Furness, Ulverston, Hawkeshead, Egton-cum-Newland, Lindale, Hampsfield and Lowick. As their local solicitor he had represented the Furness Railway Company in some important litigation. He took a keen interest in the volunteer movement, which he joined as an active member in 1860, was an expert angler and shot, a staunch churchman, and one of the original members of the Furness Lodge of Freemasons, to which he was admitted in 1865. He leaves three sons and one daughter—his wife having predeceased him in 1901. Two sons, Mr. S. Hart Jackson, junior, and Mr. Robert B. Jackson, B.A. (Cantab.), have been partners for some time in the firm in which Sir Alfred Barrow, O.B.E., D.L., is now the senior member. H.

Correspondence.

Settlement by way of Trust for Sale.

Sir,—Referring to your note on "Settlement by way of Trust for Sale (Trust until Marriage)" under "A Conveyancer's Diary," on 28th January, why cannot a conveyance on trust for sale be delivered as an escrow to take effect only in the event of the marriage within a certain time? In such case no reconveyance would be necessary if the marriage was not solemnised.

Norwich. ERNEST I. WATSON.
1st February.

[In the Article referred to it is stated that one of the alternative methods is to execute a conveyance on trust for sale as an escrow to take effect on the marriage contemplated. In that case, as Mr. Watson points out, no reconveyance would be necessary if the marriage was not solemnised. It seems better not to mention any time, in case the marriage is postponed. Care is necessary in framing appropriate recitals in such a settlement.—ED., *Sol. J.*]

Directions of the Registrar of the Principal Probate Registry.

Sir,—The letter from the Senior Registrar of the Principal Probate Registry of the 14th December, printed in your issue of the 24th December, 1927, has just come to my notice, and I must confess that I fail to understand the following statement therein contained: "Where settled land has vested in a remainderman absolutely upon, and by reason of, the death of the tenant for life a general grant of probate or administration (with or without will) of the estate of the tenant for life, *not mentioning or including settled land*, will be made without clearing off the trustees of settled land even where there are trustees with power of sale."

It is clearly to be deduced from the statement above made that a general grant of probate, not mentioning settled land, will not include settled land. I venture to suggest that this proposition cannot be correct having regard to the provisions of the Administrations Estate Act, 1925, ss. 1, 3 (i), (ii). The last-mentioned section provides that "real estate" includes real estate held on trust (including settled land). Section 1 provides that the personal representatives shall be the representative (*sic*) of the deceased in regard to his real estate to which he was entitled for an interest not ceasing on his death. Assume, therefore, a case in which the settled land does not vest in a remainderman absolutely upon the death of the tenant for life and assume further that a general grant of probate or administration is made to the estate of the tenant for life, not mentioning settled land (probably through an oversight of the practitioner, as to the existence of settled land). It seems clear to the writer that any such settled land vested in the tenant for life must necessarily pass to the personal representative under such a grant. It may well be that a necessity would arise for the revocation of such a grant, but having regard to the decision in *Hewson* v. *Shelley* it would seem clear that a purchaser taking a title from such representative would obtain the legal estate (at any time prior to the revocation of the grant).

These views are substantiated by the remarks on pages 216 and 217 of the Supplement to the Encyclopædia of Precedents.

If the above views are correct, the suggestion contained in the letter of the learned Registrar now under comment (i.e., that by not mentioning settled land in the grant, settled land is excluded) must be incorrect.

The point is a very practical one, and the writer is aware of several cases in which the title depends upon the accuracy or otherwise of the views here advanced. It may also be added that Counsel has in more than one case advised that a general grant includes settled land.

The writer would be much indebted to the Editor for expression of his opinion.

London, W.C.2. E. O. WALFORD.
4th February.

Stamps on Extinguishment Agreements.

Sir—In a recent case I had to send the I.R. Authorities a stamp duty they assessed amounting to 1s., the consideration for the reserved rights being nil.

I sent a letter of protest, and I was interested to receive this morning a letter in reply which surprised me. In this letter I was informed that the principle involved in the case in question is still under the consideration of the Commissioners of Inland Revenue, and that the result of their consideration will be sent to me without undue delay. Having regard to the fact that the result of previous contests with the I.R. seemed to show they had in their own minds decided definitely that they were right in law, their reply seems to show that their views have been shaken.

Since my last letter to you I have had further correspondence with the Ministry of Agriculture. In reply to my strong appeal that they, as the department responsible for the drafting of at

least this portion of the Act of 1922, should set at rest any doubt on the point by an amending section, they said that they did not intend to do anything whatever in the matter. Thus we have the remarkable position of one Government department framing a section so obscure, but obviously contrary to the intention of Parliament, as to lead another department to take advantage of the obscurity to exact duty from the subject of the Crown in circumstances they must know are contrary to the intention of the Legislature.

What would be said of a solicitor who framed a document, in which he was concerned, with an obvious flaw, the result of which was to put money into his own pocket and then to resist an amendment to put things right?

Cambridge. W. L. RAYNES.
2nd February.

Acreage of Lands—Lancashire and Cheshire.

Sir,—The contents of land in Lancashire in a lease in 1775 are described by roods and perches, but in subsequent title deeds are given in "square yards," the total far exceeding the Statute measure. On a separate plan stating the total measurement the words "custy 7 yards" are added, but there is no explanation in the deeds or the plans thereon. An enquiry addressed to the town clerk of a Lancashire borough elicited the information from the borough surveyor that in Lancashire measurement the perch or pole contains 49 square yards instead of 30¼. Cheshire measurement contains 64 square yards to the pole. In each county both the Statute measure and the customary measure are in use. (I have seen it stated that in Wales the English Statute measure is doubled). I failed to discover this information in the leading text-books, conveyancing precedents, law dictionary, legal annuals, etc. If perchance I have overlooked it, a kindly reference in your columns would be appreciated. Otherwise, the inclusion of these measurements in some of the books would be useful.

8th February. DERBYSHIRE SOLICITOR.

NOTES OF CASES.

Court of Appeal.

Societe Anonyme Pecheries Ostendaises *v.* **Merchant Marine Insurance Co.**

Lord Hanworth, M.R., Atkin and Lawrence, L.JJ.; 11th January.

PRACTICE—ACTION—STAY OF PROCEEDINGS—SUBSEQUENT SETTLEMENT OF ACTION—COSTS INCURRED DURING STAY—PREMATURENESS—DISCRETION OF TAXING MASTER.

Appeal from a decision of MacKinnon, J. The plaintiffs were the owners of a steam trawler which was lost at sea on 23rd February, 1926, and which was insured with the defendants. The defendants informed the plaintiffs that they did not think that the trawler had been lost through an ordinary peril of the sea alone, and that they were not prepared to pay the amount of the insurance, and the plaintiffs therefore issued a writ. On 28th July, 1926, an order was made in Chambers that the plaintiffs should file an affidavit of ship's papers and that in the meantime all further proceedings should be stayed. The affidavit was filed in March, 1927, and the action was settled in May, 1927, part of the agreed terms being that the defendants were to pay the taxed costs of the plaintiffs. Subsequently the plaintiffs presented their bill of costs, and this included items incurred between the date of the order to stay and the settlement, principally for obtaining the evidence of seafaring witnesses as to the sinking of the trawler, and the plaintiffs objected to paying these items upon the ground that the defendants had been premature in incurring them. The Master allowed the items, but MacKinnon, J., upon an application to review taxation, took the view of the plaintiffs. The defendants appealed. The court allowed the appeal.

Lord HANWORTH, M.R., said that the taxing master had power to allow these items if they were usefully incurred, and it might be necessary to take steps to procure evidence during a stay of proceedings, because otherwise the opportunity of obtaining the evidence might be lost altogether. It was a matter for the taxing master's discretion, and he had pointed out that useful preparation for an action was not necessarily premature. The staying of an action meant the staying of proceedings, but it did not necessarily mean the staying of all necessary activities.

COUNSEL: *Le Quesne*, K.C., and *K. S. Carpmael* for appellants; *Simey* for respondents.

SOLICITORS: *Thomas Cooper & Co.; Waltons & Co.*

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Harold Drabble, Ltd., *v.* **Hycolite Manufacturing Co.**

Astbury, J. 26th January.

COPYRIGHT—ADVERTISEMENTS—CLAIM BY ADVERTISING AGENT—CONTRACT WITH ADVERTISER—"CONSENT"—COPYRIGHT ACT, 1911, s. 2.

This was an action by a firm of advertising agents and their managing director against the above company and the Morning Post, Ltd., for an injunction to restrain them from publishing copies of an advertisement prepared by the plaintiff director for the company. The question raised was whether the copyright in an advertisement composed by an advertising agent for an advertiser was in the agent or in the advertiser. The plaintiff claimed that the advertisement was an original literary work. The defendants contended that there was an unconditional consent to their free use of the advertisement.

ASTBURY, J., said the action was of a novel character. The issues were (1) whether the advertisement was an original literary work within the Copyright Act, 1911, and (2) whether a consent by the plaintiff to its insertion must not be implied. On the first point he held that the advertisement was not an original literary work. On the second point he thought it was necessary to infer that it was intended by both parties that the plaintiff should only act as the agent of the company and that the advertisement should remain the property of the company. There must be inferred a plain consent that the advertisement should remain the property of the company to insert whenever they chose. He did not think any court would grant an injunction in cases where it involved breach of faith and breach of contract. The action would be dismissed with costs.

COUNSEL: *Gavin Simonds*, K.C., and *Macgillivray; Gover*, K.C., and *Swords; Vaisey*, K.C., *Skone James* and *J. L. Stone*.

SOLICITORS: *Ravenscroft, Woodward & Co.; Cruesemann and Rouse; Preston & Foster*.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division

H. and C. Stephenson *v.* **Waller (Inspector of Taxes).**

Rowlatt, J. 14th December, 1927.

REVENUE—INCOME TAX—WHOLESALE MILK DEALER—INCOME TAX ACT, 1918 (8 & 9 Geo. V, c. 40), Sched. D, Case III, r. 4.

The appellants, dairy farmers, were assessed to income tax for the year ended 5th April, 1921, under r. 4, Case III of Sched. D, of the Income Tax Act, 1918, in respect of the profits of their business as sellers of milk. In addition to the above assessment, they were also assessed for the same year, under Sched. B of the Act, in respect of the occupation of the

land comprising their farms. On appeal to the Commissioners against the assessment, under Sched. D, it was held that the appellants were sellers of milk within the meaning of r. 4, Case III, Sched. D, and, in the absence of evidence to show whether or not the lands occupied were sufficient for the keep of the cattle brought on them, the assessment was confirmed.

ROWLATT, J., dismissing the appeal, said that for the appellants to be liable to additional assessment under Sched. D, they must be either dealers in cattle or dealers in or sellers of milk, and the lands occupied by them must be not only insufficient to maintain the cattle on them, but must be insufficient so that their assessable value, under Sched. B, afforded no just estimate of their profits. In his opinion the Commissioners were right.

COUNSEL: *Cyril King*, for the Appellants; *The Attorney-General* (*Sir Douglas Hogg*, K.C.), for the Crown.

SOLICITORS: *F. B. Brook*, for *E. H. Vant*, Settle; *Solicitor of Inland Revenue*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Horner *v.* **Crew.** Sankey, J. 12th January.

SOLICITOR—LAW CASE CONDUCTED—CLAIM FOR COSTS—RETAINER—COUNTER-CLAIM.

The plaintiff in this action, a solicitor, claimed from the defendant the sum of £248 4s. 6d. in respect of fees for work done and money expended in connection with an action for damages for personal injuries which the defendant unsuccessfully brought in March of 1926 against the Chancellor of the Exchequer by whose motor-car he was injured. The defendant pleaded (1) that there was no retainer; (2) that if there were a retainer it was on the terms that the solicitor was to carry on the action at his own risk as to costs; and (3) that the liability for the costs, if any liability, was limited to the amount of a bill of costs delivered at the end of March, 1926. The defendant counter-claimed in respect of a mortgage which the plaintiff took from him as security for costs.

SANKEY, J., said that he thought that the plaintiff had treated the defendant with the greatest possible consideration. Judgment was given for the plaintiff for £168, with costs, and the counter-claim was dismissed with costs.

COUNSEL: *W. E. P. Done*, for the plaintiff; *F. Wallace*, for the defendant.

SOLICITORS: *Horner & Horner; J. R. C. Bathurst.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Foreman and Ellams, Ltd. *v.* **Federal Steam Navigation Co., Ltd.** Wright, J. 26th January.

CARRIAGE BY SEA—FROZEN BEEF—DAMAGED—REFRIGERATING MACHINERY—NEGLIGENT USE—SHIPOWNER'S LIABILITY—CARRIAGE OF GOODS BY SEA ACT, 1924, 14 & 15 Geo. 5, c. 22, Art. IV, r. 2 (*a*).

The plaintiffs claimed damages in respect of the carriage by sea by the defendants of a quantity of frozen beef from Australia in November, 1925. The bills of lading were subject to the Australian Sea Carriage of Goods Act, 1924. The plaintiffs alleged that on delivery at Liverpool the meat was in a "mouldy, perished, broken, dirty, and discoloured" condition. They pleaded that the defendants had not exercised due diligence to make the ship seaworthy and fit to carry that particular cargo; and that there had been unreasonable deviation. The defendants alleged that the damage was due to inherent vice in that the beef was of poor quality. They denied deviation, and relied on Art. IV, r. 2 (*a*) or (*q*) of the Carriage of Goods by Sea Act, 1924.

WRIGHT, J., held that the beef was in good condition when shipped, and that excessive temperatures in the hold had caused the damage. An error of judgment had been committed by the engineer using one only of the ship's two refrigerating engines. This was not a default in the management of the ship to exempt the defendants from liability under Art. IV, r. 2 (*a*), of the Act. Also there had been no unreasonable deviation. Judgment for the plaintiffs.

COUNSEL: *A. T. Miller*, K.C., and *David Davies*, for the plaintiffs; *Jowitt*, K.C., and *G. St. C. Pilcher*, for the defendants.

SOLICITORS: *Thos. Cooper & Co.*, for *Hill, Dickinson & Co.*, Liverpool; *William A. Crump & Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

Incorporated Society of Auctioneers.

ANNUAL BANQUET.

There was a distinguished gathering at the fourth annual banquet of The Incorporated Society of Auctioneers and Landed Property Agents, at the Savoy Hotel, on Friday the 3rd inst., when the president, Mr. Percival G. Davies (Bristol), occupied the chair. Lord Riddell, in proposing the toast of "The Society," said: If you wish to make people industrious you ought to pay them all by commission. He had always admired the enterprise and energy of auctioneers, more particularly because they were the only profession which advertised in the advertising columns of the press. All other professions used the news columns, with a certain amount of apparent reserve (laughter). He had been making an examination of the record of the sales of land and found that the earliest sale of land was that between Jacob and Esau, and he had come to the conclusion that Esau would have got a much better price for his property if he had employed an auctioneer. He obtained an altogether inadequate consideration in the absence of proper professional advice (applause). In responding, the president said that the new Registration Bill, which they all hoped would soon pass into law, was an absolute necessity, as it sought to protect auctioneers and estate agents in the conduct of their business. He appealed to the other societies to co-operate in furthering the progress of the Bill through Parliament. Speaking of the economic conditions of the farming class, he asserted that it should be made possible for the occupying owner of a farm to have security of tenure, somewhat similar to that accorded to the tenant farmer, and that all agricultural land should be freed from rates. In responding to the toast of "Our Guests," proposed by Mr. N. L. Ball (chairman of the London branch of the society), Lord Hanworth (Master of the Rolls), said that as soon as he came into the room he realised what the meaning of "betterment" was, and also of "unearned increment," and "fixity of tenure." He confessed that there was a seasonal feeling about that banquet, but he wondered why they chose the month of February, which was always associated in many minds with income tax, Schedule A, with sometimes compulsory sales, inclement weather and meetings of executors (laughter). There were present that night prominent representatives of Inland Revenue; and also the Solicitor-General, and Mr. Justice Eve and himself all turning their attention to what the meaning of the testator was (laughter). He congratulated the society on the courage they displayed holding its banquet under such depressing circumstances (laughter). Lord Riddell had said that the auctioneers always instructed solicitors, and he might add that they should instruct the solicitors to send the conditions of sale to be settled by counsel (laughter). With regard to the problem of the rating of agricultural land, twenty or thirty years ago he heard advocated the freedom from all rates of agricultural land. That was when he lived and was a candidate in Lincolnshire. Later he sat for an urban constituency and found that view strenuously opposed by the urban population. As he understood both views were represented there that night he must ask to be allowed to reserve his judgment (laughter). It was a pleasure to him to be present at the banquet of a vigorous society engaged in upholding the great traditions of a great profession, trying to educate those who should know, in the great principles affecting land, and he was, therefore, delighted to be its guest (loud applause). The Hon. E. A. Harney, K.C., M.P., who also responded, said he had no hesitation in saying that he was the strongest possible supporter of the Registration Bill. Sir Thomas Inskip, C.B.E., K.C., M.P. (Solicitor-General), in submitting the toast of "The President," said that Mr. Davies came from a city with which he (the speaker) had been connected ever since he was born, and he had the greatest pleasure in proposing the health of such a distinguished member of the profession. Mr. Justice Eve then gave "The Vice-Presidents and Officers," and said the care with which the society had chosen its officers was reflected in the unassailable position the society had obtained in the profession.

The general secretary (Mr. John Stevenson), in responding, said that the tendency of the Government of the day was to consult professional societies more and more before introducing legislation, and the inclusion of their own society in these consultations was a source of gratification to all (applause). Amongst others present were Lady Hanworth, Mrs. Harvey, Sir Ernest A. Gowers (chairman, Board of Inland Revenue), Capt. Derrick W. Gunston, M.C., M.P., Sir Percy Thompson, K.B.E., C.B. (deputy chairman, Board of Inland Revenue), Lady Perring, Dr. Ernest Graham Little, M.D., M.P., and Mrs. Graham Little, Sir Edwin F. Stockton, J.P., Mr. Samuel Wallrock (past president), Miss Sadie Wallrock, Mrs. P. G. Davies, Mr. V. A. Lawson (president, Incorporated Architects and Surveyors) and Mrs. Lawson, Mr. Thomas Keens (president Society of Incorporated Accountants and Auditors), Mr. F. A. Barrett, Mr. C. Gordon Spry, Mr. and Mrs. Enoch Hill, Mr. Gerald B. Canny, C.B. (Commissioner of Inland Revenue), Capt. P. T. Eckersley, Mrs. J. Stevenson, Mr. and Mrs. E. J. Davies, Flight-Lieut. S. N. Webster, Mr. William Harding, O.B.E., &c. There was an excellent programme of music, and the whole proceedings were thoroughly well organised.

The Medico-Legal Society.

At a meeting of this society, held on the 26th ult., Sir W. H. Willcox in the chair, Mr. F. Llewellyn-Jones, B.A., LL.B., solicitor, H.M. Coroner for Flintshire, delivered a lecture entitled "Drunkenness and Civil and Criminal Responsibility: A Study in Comparative Law."

Having emphasised the importance assumed in recent years by the problem of responsibility for acts committed by persons in a condition of intoxication, Mr. Llewellyn-Jones said:—

Contracts.

The contract of a drunken person is not null and void *ab initio*, but is voidable at his option and may be ratified by him upon his becoming sober. A person who sets up the plea of intoxication to avoid a contract must prove that the other party knew of his condition when the contract was made. Where the drunkenness was so complete that the person did not know what he was doing and so could not give the consent necessary to a contract, his agreement is clearly avoidable. But if the intoxication was only partial, the agreement cannot be avoided, unless it is further proved that the intoxication was a direct result of the other party's design; *Cooke* v. *Clayworth*, 1811, 18 Ves. 12. By statute, a person who, by reason of his drunkenness might be otherwise incapable of contracting, has been made liable for the reasonable price of necessaries sold and delivered. Both in England and America, a drunken person who signs a bill or note is under no liability to the person to whom he delivers the note if that person is aware of his condition; but he cannot repudiate liability to a holder for value without notice.

Most continental codes do not refer specifically to drunkenness as affecting the capacity of a person to contract, but the courts seem to have arrived at conclusions similar to those of the English courts.

Torts.

If a person was not in a condition of complete drunkenness, depriving him of all power of deliberate choice, he seems to be liable for all his torts and cannot plead drunkenness. If, however, he was so completely intoxicated that he could not appreciate the significance of his acts he is in the same position as a lunatic. He cannot be regarded as acting intentionally and so cannot be liable for a tort where intention is an essential element of liability, e.g., malicious prosecution. In New Zealand a lunatic has been held liable for assault even though he was unconscious of the nature and consequences of his acts. The French courts have invariably applied the principle that a person is civilly liable for acts committed by a person in a moment of frenzy induced by habits of intemperance or a drunken debauch, though if the drunkenness is produced without any fault of the person himself he may escape responsibility for damages. The German civil code provides that a person causing damage to another "in a condition of unconsciousness or in a condition of morbid disturbance of the mental activity incompatible with a free determination of the will," is not liable. But if he has brought himself into a temporary condition of this kind by the consumption of spirits, he is liable in the same manner as if negligence were imputable to him.

Criminal Responsibility.

Marked divergencies can be seen in different systems of law as respects the criminal responsibility of intoxicated persons. In *The Director of Public Prosecutions* v. *Beard*, Lord Birkenhead considered at length the English reported cases and authorities on this subject, and laid down three rules:—

(i) Insanity, whether produced by drunkennes or otherwise, is a defence to the crime charged. If alcoholic excess results in insanity, though only temporary, it is an answer.

(ii) Evidence of drunkenness which renders the accused incapable of forming the specific intent essential to constitute the crime should be taken into consideration with the other facts proved in order to determine whether or not he has this intent. Homicide committed by a man so drunk as to be incapable of forming a criminal intent is reduced to manslaughter.

(iii) Evidence of drunkenness falling short of approved incapacity in the accused to form the intent necessary to constitute the crime and merely establishing that his mind was affected by drink so that he more readily gave way to passion, does not rebut the presumption that the man intends the natural consequences of his acts.

It is usually in crimes of violence that drunkenness is urged as a ground of excuse. Is a similar plea available as a defence to larceny? Alverstone, C.J., in 1910, stated that he was not aware that the defence of drunkenness had ever been applied to such a case, but the Australian courts, in a case where the prisoner was found guilty but drunk quashed a conviction in the absence of *animus furandi*. In a recent case a metropolitan magistrate discharged a prisoner accused of larceny committed when he was drunk. In the British Colonies the law governing crimes committed by an intoxicated person follows generally that of the English courts, e.g., Indian Penal Code, ss. 85, 86. The United States courts have followed in the main principles not dissimilar to those declared by Lord Birkenhead in *Beard's Case*. French Criminal Law seems to have developed somewhat along the same lines as our own law. German Jurists before the Criminal Codes had usually considered drunkenness in relation to criminal liability falling into two classes, based respectively on the circumstances in which the accused became drunk and the stages of intoxication. In the Criminal Code there is no express reference to drunkenness as a ground of excuse, but it appears that it can be considered as a condition for the existence of a criminal act in Art. 51. Under the Austrian Criminal Code it is laid down that no act is to be regarded as a crime when the author was in a state of complete drunkenness, but the person committing the act is punishable for a serious police offence. In Hungary the position is somewhat similar to that in England. The Swiss Cantonal Codes provide that culpability is minimised or excluded where the author of an act, without any fault on his part, is momentarily deprived of the exercise of his reason. The recent proposals of the Italian Ministry of Justice for dealing with offences committed by drunken persons constitute a marked departure from the provisions of the former Italian Penal Code. Under the new provisions a person who, in a state of complete drunkenness, due to accident or to *force majeure*, has lost consciousness of his act is not responsible for the offence committed by him. Otherwise drunkenness neither aggravates nor extenuates the offence, unless the accused has made himself intoxicated in preparation for the crime. Where a delinquent is an habitual drunkard or a chronic alcoholic, the penalty is increased, and the offender is to serve his sentence in a special establishment, undergoing treatment for drunkenness.

The Problem of the Intoxicated Motor Driver.

There are few offences triable before our petty sessional courts which give justices so much difficulty as those in which motor drivers are accused of drunkenness. It is the duty of our justices to deal with persons convicted of this offence in such a manner that the community shall be protected from one of the most serious dangers of our high roads, but, on the other hand, the accused person must be protected against the possibility of a conviction upon inadequate evidence. One serious difficulty is that Parliament has not defined "drunkenness," "drunk," or "found drunk," and one is impelled to the conclusion that these expressions bear different meanings in different circumstances. When the Criminal Justice Bill of 1925 was in committee, the suggestion was made that the person accused of being drunk in charge of a car should be proved to be "in a state of intoxication whereby his capacity to act is impaired." The South Australian Parliament has enacted that "any person who drives a motor vehicle whilst he is so much under the influence of intoxicating liquor as to be incapable of exercising effective control of such motor vehicle, shall be liable to certain penalties." His Honour Judge Sturges, in an appeal over which he presided at the Windsor Sessions, aptly said that where the skill and judgment normally required in the manipulation of a motor car are obviously diminished or impaired as a direct result of the consumption of alcohol, the driver is drunk, if in charge of a motor car, within the meaning of the Act. Anyone not being a medical man will naturally hesitate to deal with the tests for drunkenness, but all will agree that it is the primary duty of the medical examiner, as well as of the magistrate, to prove whether or not there was an impairment of the power to drive with reasonable care.

The Institute of Patentees.

WHAT IS AN "INVENTION"?

The President (Lord Askwith) took the chair at the annual dinner of the Institute of Patentees, held at the Connaught Rooms, on Wednesday, 1st inst, at which Mr. Justice Tomlin, the Chairman of the Royal Commission on Awards to Inventors, was the chief guest. In responding to the toast of "Invention" proposed by the Chairman, Mr. Justice Tomlin said that there were a great many people who had the vaguest and most ill-defined notion of what invention was. This was met with the indignant response: "Was not Stephenson an inventor when he saw the kettle boil"? There were others for whom he felt more sympathy. It often happened that a skilled man would design a very beautiful tool or machine and it had fallen to his (the speaker's) lot to come to the conclusion that, beautiful as it might be, there was in it nothing more than the skilled application of common knowledge, and the patent could not be supported.

It had his sympathy, but it would be an ill-day if the field open to the skilled designer was unduly limited by monopoly. Questions of invention were very difficult, and they gave one grave anxiety. He had heard from certain quarters the suggestion that there should be a scientific judge of patents. Heaven preserve them from such a monster (laughter). Was he to be omniscient and, if so, where was he to be found? Nothing human was perfect, luckily for inventors, but he (the speaker) was firmly convinced that there was no tribunal which would work better than a tribunal presided over by a mind free from scientific knowledge, trained to weigh evidence, and informed by expert evidence adduced by either side.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall on Tuesday, the 7th inst. (Chairman, Mr. H. Shanly), the subject for debate was—"That in the opinion of this house the case of *In re Bridgett and Hayes' Contract*, 1927, W.N. 275; 64 L.J. 377, was wrongly decided." Mr. W. S. Jones opened in the affirmative and Mr. E. G. M. Fletcher seconded, whilst Mr. E. F. Levi opened in the negative, and was supported by Mr. George Cooper, who seconded. The following members also spoke: Messrs. S. Batten, W. M. Pleadwell, J. C. Christian-Edwards, A. E. Oliver, J. M. Jessup, and W. L. F. Archer. The opener having replied, and the Chairman having summed up, the motion was carried by eight votes. There were seventeen members and two visitors present.

Legal Notes and News.

Honours and Appointments.

Mr. F. A. WOOD, Solicitor (senior partner of the firm of Messrs. Wood & Sons, of 1 St. Andrew's-hill, E.C.4), has been returned unopposed as a member of the Court of Common Council for the Ward of Billingsgate, to fill the vacancy caused by the retirement of Mr. W. P. Ginner, J.P. Mr. Wood was originally elected a Member of the Court on St. Thomas' Day, 1914, and had sat continuously from that date up to December last, when he failed to secure re-election.

Professional Announcements.

(2s. per line.)

Messrs. EDWIN FOX, BURNETT & Co. (Sir David Burnett, Bart. and Mr. Leslie T. Burnett, O.B.E.), Chartered Surveyors, Auctioneers, Land Agents and Valuers, 9 & 10, Fenchurch-street, E.C.3, announce that they have decided to continue the business under their own name of David Burnett & Son. The firm has been established in the City for over 80 years.

Wills and Bequests.

Mr. Hugh William Howell, solicitor, of Old Bank House, Lampeter, Cardigan, left estate of the gross value of £4,520.

Mr. Arthur Osmond Scott, solicitor, Westminster, left estate of the gross value of £21,922.

Mr. Francis Joseph Jackson, of Belper, Derbyshire, left estate of the gross value of £19,730.

Captain William Heineken Cooper-Horsfall, Great Smeaton, Northallerton, solicitor, a keen supporter of the Hurworth Hunt, who died in November last, aged sixty years, left unsettled estate of the value of £106,243. His bequests included £2,500 to Edith Christopher, if still in his service; £500 to Rutson Hospital, Northallerton, and £20 for each year of service to his farm and domestic servants.

THE LATE FIELD-MARSHAL EARL HAIG.

In a letter expressing her very grateful thanks to all who since the unexpected death of Earl Haig "have shown in so many ways their respect and affection for him" the Countess Haig adds: "To the members of the British Legion I would give, besides my thanks, a message which is in truth my husband's message, for by it he lived and died. Carry on with the work of the Legion. Hold fast to the objectives embodied in its Charter. The work so well begun is not yet ended. Carry it on steadfastly as did my husband, seeking till life's very end the ideals he sought to teach. May his memory inspire us to follow his example and to cherish as faithfully as he did the same simple, true and honest virtues—goodwill, good fellowship, good citizenship, loyalty to King and Country, patriotism, pride in the high traditions of our race and land, and above all, comradeship.—DOROTHY HAIG."

AN INNER TEMPLE TRADITION REVIVED.

An old tradition is to be revived in the Inner Temple Garden by the cultivation of red and white roses. On Monday Sir Francis Taylor, the Master of the Garden, planted the first tree which forms part of the new horticultural scheme, and, as the Duke of York is a Bencher of the Inn, the tree selected was that which bears the white rose of York. It is intended that the flowers shall bloom by the side of the upper walk of the garden that runs parallel to Crown Office-row.

Inderwick's Calendar contains an interesting reference to roses of the Inner Temple. It is stated that "The large garden of the Inn, lying between the river and the hall, is the subject of much ancient tradition, not the least noteworthy of which is the alleged gathering of the red and the white roses by the respective champions of York and Lancaster before the outbreak of the civil strife known as the Wars of the Roses. Roses, in the time of Chaucer, were very prolific in England, as we know from his writings, and the Temple Garden was probably cultivated with these, as with other sweet-smelling shrubs, at least as early as the time of Henry VI."

The object of the new horticultural plan is to restore the floral beauty of the Inner Temple. In addition to the red and white roses, other flowers and shrubs are to be planted in different parts of the garden, including climbing roses in the south-east corner. It is also intended to erect a fountain near the Thames Embankment. This will play within view of the birthplace of Charles Lamb and will revive memories of the essayist, who, in "The Old Benchers of the Inner Temple," referred to "the artificial fountains of the Metropolis" that "are fast vanishing."

INNER TEMPLE MOOT.

Sir Francis Taylor, K.C., presided over the Moot held in the Inner Temple Hall on the 19th ult. The case on appeal was as follows:—

Mme. Egregia, carrying on a fashionable dressmaking business, had, for the use and convenience of her customers, installed an automatic lift. After the lift had been in use for some time the electric connexions got wrong, and the lift fell. Mme. Egregia then entered into a contract with the makers of the lift to repair the lift and overhaul it from time to time. The day following the last overhaul Lady Smythe, an intending customer of Mme. Egregia, desiring to descend in the lift, pressed the appropriate button, when the lift crashed to the bottom, and Lady Smythe was seriously injured. She then brought an action against Mme. Egregia. At the trial the jury found: (1) That the accident happened through the negligence of the workman who overhauled the lift; (2) That the contractors were competent and experienced engineers; (3) That the workman was a competent workman, but had failed on this occasion; (4) That at the time of the accident the lift was not reasonably fit for use, though in design it was a proper and adequate contrivance; (5) That Mme. Egregia was well aware of the risk involved if the lift got out of repair, but had acted reasonably in contracting with the firm of engineers to overhaul the lift and keep it in repair. The jury awarded £5,000 damages. On the above findings, the judge entered judgment for the defendant. The plaintiff appealed.

Mr. H. E. V. Huggett (student) and Mr. H. Hylton Foster (student) appeared for the appellant; Mr. D. G. A. Lowe (student) and Mr. G. R. Hart (student) for the respondent.

Sir Francis Taylor, in his judgment, said that he thought the case must be decided by the rule in *Indermaur* v. *Dames*. The question was: Had the plaintiff shown at the trial that the defendant knew or ought to have known the danger? It did not appear that that duty had been discharged. He held that in a case like this the knowledge of the independent contractor was not the knowledge of the employer. The plaintiff had failed in showing that the duty arose, and the appeal must be dismissed.

Among those present were: Sir John Bankes, K.C., Mr. A. M. Langdon, K.C. (Master of the Moots), Sir Gerald Hohler, K.C., Mr. Thorn Drury, K.C., Mr. R. H. Balloch, Mr. F. P. M. Schiller, K.C., Sir H. Slesser, K.C., Mr. R. F. Bayford, K.C., Mr. Wingate-Saul, K.C., and Mr. F. B. Merriman, K.C.

SOLICITOR CHARGED WITH FRAUD.

Edward Norman Grimwade (forty-one), solicitor, of Coombe-road, Croydon, was charged on remand at Bow-street Police Court, on Tuesday, before Mr. Graham Campbell, with fraudulently converting to his own use sums of £300 and £200, entrusted to him on behalf of clients in March and April last. Mr. Edmond O'Connor defended.

Mr. Vincent Evans, for the Director of Public Prosecutions, said that the accused had until lately been practising as Norman Grimwade and Co., in Warwick-court, Gray's Inn. A receiving order was made against him last July, and he was then adjudicated bankrupt. His statement of affairs showed liabilities of £4,243 and assets £1,230, leaving a deficiency of £3,013. Among the unsecured creditors were Mr. Wilfred Llewellyn, of Brockswood-lane, Welwyn Garden City, and Mr. Napoleon Marney.

In March last the accused was entrusted, as stakeholder, with £300 deposited by Mr. Llewellyn as security on obtaining employment with a firm of merchants in High Holborn. The accused paid the money into his own account, which was then overdrawn to the extent of £3, and on the same day he withdrew it in cash. At the end of three months Mr. Llewellyn was dissatisfied with his employment, and applied to the accused for the return of his £300, but had never succeeded in getting it.

In the other case the accused received from the Prudential Assurance Company £200 in respect of an accident which Mr. Marney had met with in Yarmouth. He paid the money into his own account, which was then overdrawn by £1 14s. Mr. Marney took proceedings to recover the £200, and in August last an order for attachment was made against the accused. As a result Mr. Marney had been repaid his £200 by the accused's father.

Evidence was given in support of this statement, and Grimwade was again remanded on bail.

COUNTY COURT JUDGE BEREAVED.

Owing to the death of his wife at Porthcawl on Sunday last, Judge Rowland Rowlands's place at Swansea County Court on Monday was filled by his deputy (Mr. Clark Williams). The court stood in silence as a mark of sympathy.

Mr. James Kelly, eighty-three, solicitor, of Rusthall-avenue, Acton, W., late of Ross, Herefordshire, left estate of the gross value of £3,833.

Court Papers.

Supreme Court of Judicature.

Date.	Rota of Registrars in Attendance on Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Feb. 13	Mr. More	Mr. Jolly	*Mr. More	Mr. Bloxam
Tuesday .. 14	Ritchie	Hicks Beach	Hicks Beach	More
Wednesday 15	Bloxam	Synge	*Bloxam	Hicks Beach
Thursday . 16	Jolly	More	More	Bloxam
Friday 17	Hicks Beach	Ritchie	*Hicks Beach	More
Saturday .. 18	Synge	Bloxam	Bloxam	Hicks Beach
	Mr. Justice Romer.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday Feb. 13	Mr. Hicks Beach	Mr. Jolly	Mr. Ritchie	Mr. Synge
Tuesday .. 14	*Bloxam	*Ritchie	*Synge	Jolly
Wednesday 15	*More	Synge	*Jolly	Ritchie
Thursday . 16	*Hicks Beach	*Jolly	*Ritchie	Synge
Friday 17	Bloxam	Ritchie	*Synge	Jolly
Saturday .. 18	More	Synge	Jolly	Ritchie

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

THE MIDDLESEX HOSPITAL.

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Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 23rd February, 1928.

	Middle Price 8th Feb.	Interest Yield.			Yield with Redemption.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	85½	4	11	6	—		
Consols 2½%	55	4	11	0	—		
War Loan 5% 1929-47	101¾	4	18	6	4	18	9
War Loan 4½% 1925-45	97	4	12	6	4	16	6
War Loan 4% (Tax free) 1929-42 ..	101	3	19	0	3	19	6
Funding 4% Loan 1960-1990	88½	4	10	6	4	14	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	94	4	5	0	4	7	0
Conversion 4½% Loan 1940-44.. ..	97½	4	12	0	4	16	0
Conversion 3½% Loan 1961	76¾	4	11	6	—		
Local Loans 3% Stock 1921 or after ..	64½	4	13	0	—		
Bank Stock	256	4	12	0	—		
India 4½% 1950-55	93	4	16	6	4	18	6
India 3½%	70½	4	19	0	—		
India 3%	60¼	4	19	0	—		
Sudan 4½% 1939-73	94	4	15	6	4	17	0
Sudan 4% 1974	84	4	15	6	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	84	3	13	0	4	12	6
Colonial Securities.							
Canada 3% 1938	86	3	12	0	4	18	0
Cape of Good Hope 4% 1916-36 ..	94	4	5	0	5	0	6
Cape of Good Hope 3½% 1929-49 ..	82	4	6	0	5	0	0
Commonwealth of Australia 5% 1945-75	99	5	1	0	5	2	6
Gold Coast 4½% 1956	94	4	15	6	4	17	6
Jamaica 4½% 1941-71	94	4	17	0	4	18	6
Natal 4% 1937	94	4	5	0	5	0	0
New South Wales 4½% 1935-45 ..	91	4	19	0	5	7	0
New South Wales 5% 1945-65 ..	98	5	2	0	5	3	0
New Zealand 4½% 1945	96xd	4	13	0	4	17	6
New Zealand 5% 1946	102	4	18	0	4	16	6
Queensland 5% 1940-60	99	5	1	0	5	3	0
South Africa 5% 1945-75	102	4	18	0	5	0	0
South Australia 5% 1945-75	99	5	1	0	5	0	0
Tasmania 5% 1945-75	100	4	18	6	5	0	0
Victoria 5% 1945-75	99	5	1	0	5	0	0
West Australia 5% 1945-75	99	5	1	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	63	4	15	6	—		
Birmingham 5% 1946–56	103	4	17	0	4	17	0
Cardiff 5% 1945–65	103	4	17	0	4	18	0
Croydon 3% 1940–60	69	4	7	0	5	0	0
Hull 3½% 1925–55	77	4	9	6	5	0	0
Liverpool 3½ Redeemable at option of Corporation	74	4	14	6	5	0	0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54xd	4	12	6	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64xd	4	13	6	—		
Manchester 3% on or after 1941 ..	63	4	14	6	—		
Metropolitan Water Board 3% 'A' 1963–2003	65	4	12	0	4	17	0
Metropolitan Water Board 3% 'B' 1934–2003	65xd	4	12	6	4	15	6
Middlesex C. C. 3½% 1927–47	82	4	5	6	4	17	0
Newcastle 3½% Irredeemable	72	4	17	0	—		
Nottingham 3% Irredeemable	63	4	15	6	—		
Stockton 5% 1946–66	101	4	19	0	4	19	0
Wolverhampton 5% 1946–56	102	4	19	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture ..	82	4	17	6	—		
Gt. Western Rly. 5% Rent Charge ..	101	4	19	0	—		
Gt. Western Rly. 5% Preference ..	100	5	0	0	—		
L. & N. E. Rly. 4% Debenture ..	79	5	1	6	—		
L. & N. E. Rly. 4% Guaranteed ..	75¾xd	5	6	0	—		
L. & N. E. Rly 4% 1st Preference ..	71	5	12	6	—		
L. Mid. & Scot. Rly. 4% Debenture ..	80½	4	19	6	—		
L. Mid. & Scot. Rly. 4% Guaranteed	80	5	0	0	—		
L. Mid. & Scot. Rly. 4% Preference ..	76¾	5	4	6	—		
Southern Railway 4% Debenture ..	80½	4	19	6	—		
Southern Railway 5% Guaranteed ..	100	5	0	0	—		
Southern Railway 5% Preference ..	95	5	5	0	—		

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